

GOVERNMENT OF ANDHRA PRADESH

ABSTRACT

Forest Department – Beedi Leaves – Regulation of Trade in Abnus leaf – 2011 Beedi Leaf Season – Certain Amendments to Sale Notice conditions and Agreement Conditions - Orders – Issued

ENVIRONMENT, FORESTS, SCIENCE & TECHNOLOGY (FOR.III) DEPARTMENT

G.O.Ms.No. 202

Dated:22.12.2010

Read the following:-

1. G.O.Ms.No.135 EFS&T (For.III) Department, Dt.09.08.2010
2. From the Principal Chief Conservator of Forests, AP, Hyderabad, Letter No.851/2010/M1 (STC), Dt.14.12.2010.

ORDER :

The Government in G.O.Ms.No.135 EFS&T (For.III) Department, Dt.09.08.2010, have appointed the APFDC Ltd., as agent to Government for 2011 Beedi Leaf season, as proposed by the Principal Chief Conservator of Forests, Andhra Pradesh, Hyderabad.

2. The Principal Chief Conservator of Forests, Andhra Pradesh, Hyderabad vide reference 2nd read above, has reported that that during 2010 Beedi Leaf season out of the 403 Beedi Leaf units, with target of 5,76,829 SBs notified for sale, 309 units were disposed off. The achievement has been 3,00,113 SBs which comes to 54% of target of Beedi Leaf collection. It is proposed to initiate the sale process for 2011 season in advance as was done in 2010 Beedi Leaf season to take advantage of early sales to dispose of maximum number of Beedi Leaf units. A meeting in this regard was held with the Chief Conservator of Forests / Conservator of Forests of Telangana Region and FDPT, Srisailam and A.P Beedi Leaves Forest Contractors Association on 19.10.2010 to discuss various issues in Beedi Leaf collection. At the time of discussions, it was represented that the main reason for less collection of leaf, as compared to the targeted quantities was mechanized preparation of agricultural lands, due to which much of the pruned leaf was not available. Further in the last 2 years, due to introduction of NREGS the labourers are preferring to go for easier works near about villages, than to go deep in to the forests for collection of leaf. Accordingly the A.P Beedi Leaves Forest Contractors Association has requested for reducing the target by taking 3 years average into account which has come to 4,27,350 SBs, as compared to 2010 target of 5,76,829 SBs, thus with a reduction of 1,49,479 SBs. The Association vide representation dt. 9.12.2010 has also requested to fix up the target for Khammam circle for 2011 season, as same as 2010 season target and for the other 5 circles i.e Warangal, Adilabad, Nizamabad, Hyderabad and FDPT Srisailam on an average of last 3 years.

3. Keeping in view of the above position, the Principal Chief Conservator of Forests, Andhra Pradesh, Hyderabad has proposed some minor changes in the sale notice and agreement conditions of 2011 Beedi Leaf Season after the discussions with the Association members and furnished to the Govt. for necessary orders.

4. Government after careful examination of the matter with reference to the material available and the proposal of the Principal Chief Conservator of Forests, Hyderabad, hereby permit the Principal Chief Conservator of Forests to conduct the sale for 2011 Beedi Leaf Season on the following dates:-

p.t.o

Sale	Date
1 st Sale	07-01-2011 (Friday) - (Receipt of tenders) 08-01-2011 (Saturday) - (Opening of tenders) 09-01-2011 (Sunday) - (Finalization of tenders)
2 nd Sale	21-01-2011 (Friday) - (Receipt of tenders) 22-01-2011 (Saturday) - (Opening & Finalization of tenders)
3 rd Sale	07-02-2011 (Monday) - (Receipt & Opening of tenders)

5. Government also decided to fix up the target for Khammam circle for 2011 season same as 2010 season and for the other 5 circles i.e., Warangal, Adilabad, Nizamabad, Hyderabad and FDPT Srisailam at an average of last 3 years, where by the target for the department would be 4,32,430 SBs in 2011 season.

6. It has also been decided by the Government to amend the existing Sale Condition No. 28(e), 37 (i) and Agreement Condition No. 9 (i) for Sale Notice of the Departmental Collection of Abnus (Beedi) Leaves for the Beedi Leaves Season 2011. Accordingly, the following amendment is issued to the existing Terms and Conditions for Sale Notice of the Department / Departmental Collection of Abnus (Beedi) Leaves for the Beedi Leaves Season 2011 and subsequent Beedi Leaf Season:

AMENDMENTS

I. Sale Notice conditions:-

For the existing Sale Notice Conditions:

- 28(e) Recovery of Collection Charges:** The collection charges will be recovered in (3) equal installments along with the sale amount. Extension of time for payment of the 3rd installment may be permitted up to 15th February, 2012, on payment of interest charge at 12% p.a. Failure to pay the collection charges on the due dates, could result in adjustment of the equal amount from the security deposit specified in Condition No.28 (b). Still if there is any balance amount due, action will be taken as per the Condition No.26. The collection charges will be recovered as per the number of Standard Bags handed over at the khalla site that is as per the Form 1A and 1B, irrespective of whether the material is accrued or transported to the godowns.

The following shall be substituted.

28(e) Recovery of Collection Charges: The collection charges will be recovered in (3) equal installments along with the sale amount. **No extension shall be granted for the payment of collection charges for 3rd installment.** Failure to pay the collection charges on the due dates, could result in adjustment of the equal amount from the security deposit specified in Condition No.28 (b). Still if there is any balance amount due, action will be taken as per the Condition No.26. The collection charges will be recovered as per the number of Standard Bags handed over at the khalla site that is as per the Form 1A and 1B, irrespective of whether the material is accrued or transported to the godowns.

- 2. 37(i) Recovery of Collection Charges:** The purchaser shall reimburse the collection charges to the Department/ Corporation as per the beedi leaves collection recorded in form 1A and/ or 1B at the various collection centers of the unit. The amount has to be paid in three equal installments as detailed in 37(c) above. No extension shall be granted for the payment of collection charges.. On failure by the purchaser to reimburse the collection charges on due date, the same will be claimed from bank on due date of installment. Accordingly the bank guarantee should bind the bank sponsoring the guarantee to release and remit the collection charges on the due date.

The following shall be substituted.

37(i) Recovery of Collection Charges:- The purchaser shall reimburse the collection charges to the Department/ Corporation as per the beedi leaves collection recorded in form 1A and/or 1B at the various collection centers of the unit. The amount has to be paid in three equal installments as detailed in 9(c) above. No extension shall be granted for the payment of collection charges **for 3rd installment.** On failure by the purchaser to reimburse the collection charges on due date, the same will be claimed from bank on due date of installment. Accordingly the bank guarantee should bind the bank sponsoring the guarantee to release and remit the collection charges on the due date.

II. AGREEMENT CONDITIONS:

For the existing Agreement Conditions:

- 1. 9(i) Recovery of Collection Charges:-** The purchaser shall reimburse the collection charges to the department / corporation as per beedi leaves collection recorded in form 1A and / or 1B at the various collection centres of the unit. The amount has to be paid in three equal installments as detailed in 9(c) above. Extension of time for payment of the 3rd installment may be permitted up to 15th February, 2011, on payment of interest charge 12% p.a. On failure by the purchaser to reimburse the collection charges on due date, the same will be claimed from bank on due date of installment. Accordingly the bank guarantee should bind the bank sponsoring the guarantee to release and remit the collection charges on the due date.

The following shall be substituted.

9(i) Recovery of Collection Charges:- The purchaser shall reimburse the collection charges to the Department/ Corporation as per the beedi leaves collection recorded in form 1A and/or 1B at the various collection centers of the unit. The amount has to be paid in three equal installments as detailed in 9(c) above. **No extension shall be granted for the payment of collection charges for 3rd installment.** On failure by the purchaser to reimburse the collection charges on due date, the same will be claimed from bank on due date of installment. Accordingly the bank guarantee should bind the bank sponsoring the guarantee to release and remit the collection charges on the due date.

7. The Principal Chief Conservator of Forests, Andhra Pradesh, Hyderabad is requested to take further necessary action accordingly.

(BY ORDER AND IN THE NAME OF THE GOVERNOR OF ANDHRA PRADESH)

JANAKI R.KONDAPI
SPECIAL CHIEF SECRETARY TO GOVERNMENT

To:

The Principal Chief Conservator of Forests, A.P. Hyderabad.
The Vice Chairman & Managing Director,
Andhra Pradesh Forest Development Corporation Ltd.,
Hyderabad.
The Accountant General,. A.P., Hyderabad.
S.F./S.Cs.

//FORWARDED :: BY ORDER//

SECTION OFFICER